

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Aquila, Inc. | | 02/18/2005 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Everest Connections Corporation | | |
| Street Address: | 5555 Winghaven Blvd. | | |
| City: | O'Fallon | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 63366 | | |
| Entity Type: | CORPORATION: | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2705195 | EVEREST CONNECTIONS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (816)983-8080 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 816-983-8248 | | |
| Email: | pto-kc@blackwellsanders.com | | |
| Correspondent Name: | Wade Kerrigan | | |
| Address Line 1: | 4801 Main Street, Suite 1000 | | |
| Address Line 4: | Kansas City, MISSOURI 64112 | | |
| NAME OF SUBMITTER: | Wade Kerrigan | | |
| Signature: | /Wade Kerrigan/ | | |
| Date: | 03/25/2005 | | |

CH \$40.00 2705195

Total Attachments: 2
 source=EVEREST TM ASSIGNMENT2#page1.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of February 18, 2005 by and among Aquila, Inc., a Delaware corporation ("Assignor"), and Everest Connections Corporation, a Delaware corporation ("Assignee").

WHEREAS, Assignor owns a registration for EVEREST CONNECTIONS, registration number 2,705,195 (the "Mark") as filed with the United States Patent and Trademark Office and Assignor has, on its own, or through certain of its affiliates, adopted, used and is using some of such Marks or has a bona fide intent to use some of the Marks; and

WHEREAS, Assignor wishes to assign the Mark and the goodwill and the respective parts of the businesses related thereto to Assignee and Assignee desires to assume such mark and the goodwill and the respective parts of the business related thereto, all in accordance with Section 10 of the Trademark Act, 15 U.S.C. Section 1060; and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to said Mark, and the related application (collectively, the "Trademark Rights").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Trademark Rights, together with that portion of the goodwill related to the Trademark Rights connected with the use of and symbolized by the trademarks included in the Trademark Rights and the know how associated with and necessary to control the nature and quality of goods associated with the Trademark Rights, all common law rights and all causes of action, past, present and future for infringement of the Trademark Rights.

2. Assignor further covenants and agrees that it will, at any time upon request, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the Trademark Rights in Assignee, its successors and assigns, and that it will, at any time upon request, communicate to Assignee, its successors and assigns, such facts relating to the Trademark Rights or the history thereof as may be known to it.


3. In the event of a conflict between the terms of this Agreement and the terms of the Assignment and Waiver, the terms of the Assignment and Waiver shall prevail.

4. The parties further agree that this Agreement does not in any way expand the rights or obligations of either party beyond the terms set forth in the Assignment and Waiver.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

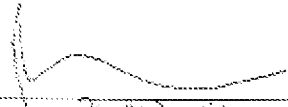
ASSIGNOR:

Aquila, Inc.

By: 
Name: Sally C. Newwirth
Title: Sr. VP - Corporate Communication

ASSIGNEE:

Everest Connections Corporation

By: 
Name: Robert Storch
Title: President